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# The Solicitors' Journal

## and Weekly Reporter.

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### Current Topics.

#### The Late Lord de Villiers.

THE DEATH of Lord DE VILLIERS, Chief Justice of the South African Union and acting Governor-General of South Africa, has removed from the Colonial Bench its most distinguished figure. It has also deprived the Privy Council Committee of one of its most useful members, indeed, the only member who possessed an expert acquaintance with the Roman-Dutch law. Lord DE VILLIERS became Chief Justice of the Cape Colony one and forty years ago, but he was not by any means a very old man when he died, for he attained his high judicial office at the astonishingly early age of thirty-one. He was beyond any doubt whatever the greatest authority on Roman-Dutch law in the world; his knowledge of that obscure science called private international law was also very great, and his studies in theoretical jurisprudence had won him a third reputation as a brilliant master of juridical science. But he was no mere lawyer; he was a statesman as well. The settlement of South Africa after the War of Majuba in 1881, as well as its later conciliation after the great struggle of 1899-1902, was largely due to his good offices as mediator between Briton and Afriander. And but for him the Union of South Africa, four years ago, would never have taken place in our time. He had studied in England, where he was called to the bar at the Inner Temple, and to him both British institutions and Dutch institutions were almost equally dear. His life is a reminder of the great power for conciliation between both partisan camps in a democratic country which is wielded by a high-minded judge; when uprightness of character, disinterestedness of aims, and a great professional reputation all combine to add the dignity of a noble personality to the natural weight derived from high judicial office. No man is indispensable; but neither South Africa nor the Judicial Committee will easily repair their latest loss.

#### Clunet on Belgian Forced Contributions.

WE POINTED out in a current topic last week that the German levy of contributions on Brussels and other places in Belgium cannot be justified under the Hague Regulations. This view is supported in the *Figaro* (August 23rd) by an able article from the pen of Dr. CLUNET, editor of the "Revue de Droit International" and a writer on International Law whose authority is second to none among continental jurists. After referring to the Hague Conventions and to the German Headquarter Staff publication (namely, the "Kriegsbrauch im Landkriege") he goes

on to say, in a passage of which the following is a free translation:—These levies and especially that of 200 million francs made on Brussels are illegal; they do not correspond either with the needs of the occupying army (which is provided with everything and which has now established itself in the city) or with the necessities of administration (provision for administration is made by the national organisations) or with "a collective penalty" (itself prohibited) for individual offences. There can be little or no doubt that this view, so temperately stated by Doctor CLUNET (when we remember that his country is engaged in a death grapple with the German enemy), is a correct enunciation of the principle of International Law and a correct interpretation of the Hague Regulations.

#### The Moratorium Extension.

THE MORATORIUM has now been extended in its present form for another month, after which date it is to be hoped that our credit system will have sufficiently reorganised itself to dispense with any further Moratorium. The Government, however, have not contended themselves with merely extending the Moratorium; they have adopted two statutory measures for the relief of debtors which are not likely to be repealed or substantially modified until the conclusion of hostilities—if even then. The first of these measures consists in making the issue of execution discretionary; the Court must be asked for leave to issue a writ of fieri facias or otherwise attach the property of a debtor. Probably in practice this will not really make a great difference; the abolition of imprisonment for debt under the Judgment Debtors Act, 1869, except on proof of means or in other excepted cases, has not in practice had much evil effect on the position of creditors. Indeed judges and registrars, in most cases, are somewhat too ready to regard means as proved by not very convincing testimony. The other measure, that of compelling landlords to obtain leave before distraining as before ejectionment, is more likely to be abused in practice; but here, too, we think, our judges and registrars can be trusted not to act unreasonably. In Scotland, where until recently the landlord had not merely a right of seizure but a *hypothec* (or prior lien) on all the tenant's goods arising the moment rent became due, the abolition of this right two years ago has made little or no difference in practice; at least so we have been informed by Scottish lawyers of experience. For good or for evil, now that the landlord's remedy of self-help without the intervention of the Court has been temporarily taken away, we doubt whether it will ever be restored.

#### The Destruction of Louvain.

LAWYERS who are interested in the byways of legal history will have felt a special sadness in reading of the military execution, if it can be so described, which the Germans have seen fit to carry out against the town of Louvain. Upon the military necessities which are alleged to have been an excuse for this act of vandalism we cannot express an opinion; naturally the Belgian and the German stories conflict as much as do those of the plaintiff and defendant in a case of assault. But it will require strong evidence of military necessity, or military provocation, even to palliate, much less to justify, an act of ruthless severity which has appalled the civilized world. The University of Louvain in Catholic Belgium, like that of Leyden in Protestant Holland, has had a large share in forming the jurisprudence of Ireland and Scotland. For in the seventeenth and eighteenth centuries, in the bad old days of the Penal Laws against Roman Catholics, and before the foundation of Maynooth College in 1793, most Irish lawyers who belonged to the Catholic faith, if they received a university education at all, received it in the Netherlands at Louvain. There an Irish College existed, Irish art and learning abounded, and a great library of Irish manuscripts and literature was collected. To Scotland, until the beginning of the nineteenth century, Leyden performed a somewhat similar service. Practically every Scots advocate, after taking an Arts degree in a Scots University, went over to the University of Leyden to study Roman law, which is the base of Scots law even to this day. Indeed, until the middle of the nineteenth century it remained the common practice for

"Intrants" in the faculty of advocates, although learning law at Edinburgh, to spend their final year, known as the "year of idleness," either in residence at Leyden or in a tour round the world. This custom is now extinct in Scotland, and we fancy that of late years only an occasional candidate for priestly orders has visited the sister University of Louvain from Ireland.

#### Alternative Claims in Workmen's Compensation.

AN IMPORTANT point, which one would have expected to arise before in the eight years during which the Workmen's Compensation Act of 1906 has been in operation, has been disposed of by a strong Court of Appeal (BUCKLEY, KENNEDY, and PHILLIMORE, L.J.J.) in *Codling v. John Mowlem & Co. (Limited)* (Times, July 21st). Section 1 (2) (b) of the Act in effect provides that an employer is not to be liable to pay "compensation for injury" to a workman both independent of and also under the Act. Now a workman was killed by an accident arising out of and in the course of his employment; he left as dependants a widow and six infant children. Proceedings for statutory compensation were taken by the widow on behalf of herself and the infants; liability was admitted by the employer, and £300, the maximum amount under the statute, was awarded to the dependants and distributed among them as sanctioned in an order made by the county court judge who had seisin of the claim. At the hearing which resulted in the making of this distribution, the widow renounced her rights and interests in the £300 in favour of the children, and no part of the capital sum was awarded to her, although the control of a weekly sum to be spent on the family in her discretion was given to her. Her renunciation, of course, in no way affected the total sum payable by the employers, but merely the mode in which that sum was distributed. Having done this, she next commenced, on her own behalf, an action against her late husband's employers under Lord CAMPBELL'S Act, on the ground that their negligence, which she alleged to be the cause of his death, had occasioned to her pecuniary loss. Can this action be sustained in view of section 1 (2) (b)? "The workman may, at his option," runs the sub-section in question "either claim compensation under this Act or take the proceedings independently of this Act"; this gives an alternative to the workman, and he must elect between the alternatives. But where the workman is dead, does this section apply to his dependants? The Court of Appeal, affirming Mr. Justice ATKIN, who decided the point as first instance judge, held that it does so apply. The dependants must therefore elect between the statutory remedy for compensation and an action for pecuniary damages under Lord CAMPBELL'S Act, and since the widow had elected for the former, she could not now start other proceedings. This decision, of course, assumes that the cause of action is the same in both cases; it was contended for the plaintiff that the statutory right of a workman, or his dependants in cases of a fatal accident, to compensation is altogether independent of his dependant's claim in tort under Lord CAMPBELL'S Act, although the *injuria* complained of is the same. This view might be arguable if the right to compensation under the Act were an incident of the contract of service, and therefore a contractual, not a delictual, obligation; the one claim would then be sound in contract and the other in tort. But the courts have held (*Tomalin v. S. Pearson & Sons (Limited)*, 1909, 2 K. B. 61) that the obligation is not an incident of the contract, but a statutory obligation attaching to the existence of a loss resulting from accident; hence this ground of distinction between the causes of action is not arguable.

#### Lord Justice Buckley's Foreign Adventures.

THE TRAGEDY of this continental war is relieved here and there by touches of comedy. One of these is afforded by the delightful narrative of Lord Justice BUCKLEY'S adventures in Germany in the area of war, which has appeared in the daily press. There is the well-known aroma of dry and pungent lucidity which characterizes his lordship's judgments and which always gives his concise utterances in court a tone of polished brilliancy. But there is also a touch of humour and of human naïveté which we had not quite associated with the learned Lord Justice. Sir WILLIAM BUCKLEY went to Germany on



Saturday, the 1st of August, to fetch one of his daughters home from Jugenheim, near Darmstadt, and successfully passed into, through and out of our enemy's country; he reached Switzerland with his daughter on Monday, the 3rd of August. His safe passage, since he speaks no German, was due to the good offices of a German lady whose acquaintance he made on a railway platform at Liège. We like the story he tells of the French youths he met in the Calais train on his way to Germany—they were "very noisy, very dirty, and very friendly."

"Learning that I was English," he says they welcomed me with enthusiasm, crying 'La Russie, la France, l'Angleterre—quelle belle occasion, n'est ce pas?' We shook hands vehemently all round, and all drank from a bottle of wine which one of them produced. I had the first drink."

Good is his account of how at Freiburg, in Germany, he evaded obedience to the station-master's lawful authority.

"At Freiburg, some miles north of Mülheim, we were told we must get out. I produced to the stationmaster my visiting card and my passport. He looked as if he wished to help, but he only repeated 'You must get out.' However, he walked on up the platform and did not look back, and—well, I got in again. The train went on, and we were saved."

But the best part of the narrative relates to the skill with which his daughter followed out the paternal example of outwitting the enemy.

"So at each station until we reached the summit of our hopes, Leopoldshöhe, some two miles from Basel. Passports again. A subordinate did not fancy mine, and referred me to his superior officer. I do not talk German; my daughter does. She talked. He smiled. She smiled back. He gave us a military salute, and we passed with distinction. A boy took the hand luggage on a trolley, and we started to walk to Basel."

We fancy that this delightful piece of narrative—told with all BOSWELL'S simplicity, naïveté, and appreciation of the *mise-en-scène*—will be remembered when even the most brilliant of Lord Justice BUCKLEY'S many brilliant judgments has been forgotten by all except the diligent students of Law Reports.

#### Mr. Plowden and Premature Burial.

ONE TOUCH of nature makes the whole world kin. It is interesting to note that the late Mr. PLOWDEN shared a dread which is found in many strong-minded men who bear little resemblance to him or to one another, namely, a nervousness as to the danger of premature burial. "I particularly beg and beseech of my executors," he says in his will, "that they will see to it that there is no shadow of doubt as to my death before I am put into my coffin." Mr. PLOWDEN, if our recollection is accurate, on more than one occasion during his tenure of a Metropolitan magistracy, expressed his grave disapproval of the practice, too common among busy medical practitioners, of signing a death certificate in the case of a patient they have been attending on the mere report of the relatives and without having paid a post-mortem visit to the body. Mr. Justice DARLING, in delivering the judgment of the Court of Criminal Appeal in the notorious SEDDON murder case, expressed a strong opinion to the same effect. In practice, of course, where a patient suffering from consumption or diabetes, or some similar disease was obviously *in articulo mortis* at the doctor's last visit, there is a natural temptation for a busy practitioner to accept the relatives' account of the event he anticipated with certainty and devote his attention to patients who are still alive instead of paying a useless visit to a corpse. But perhaps it would be just as well if all doctors regarded it as a point of etiquette and honour to see the body before giving the certificate. If the public could rely upon the doctor's always doing so, the fear of premature burial would lose the terrors it undoubtedly has for many dying men and, still more frequently, dying women.

#### New Law Court Rules.

Rules and directions under the Courts (Emergency Powers) Act will shortly be issued by the Lord Chancellor. They are being prepared by the Lord Chief Justice with the aid of Mr. Justice Sargant and a strong advisory committee.

## Contracts under War Conditions.

### III.

#### ENFORCEMENT OF ALIEN DEBTS DURING HOSTILITIES.

A POINT of great practical importance to men of business is this: How far is it possible to make the assets of alien enemies, situated in England, liable to meet the demands of their English creditors? By "alien enemies" we mean, for our present purpose, enemy subjects and other (natural or artificial) persons resident or trading within enemy territory. We do not include enemy subjects resident in Britain, at any rate when they have duly complied with the provisions of the Aliens Restriction Act, 1914; for we regard that statute—although the point is open to doubt—as conferring a licence to reside in England to all aliens who comply with its conditions; and such alien enemies are in the same position as His Majesty's liege subjects in respect of private rights: *Wells v. Williams* (1 Lord Raym. 282, Hall, 5th edition, p. 395).

Now, as regards "alien enemies" in the strict sense of the term, namely, those resident abroad in enemy territories, we have already pointed out in preceding articles, three points that are essential to the unravelling of our present problem—namely the rights of a British creditor against their assets. In the first place, although at one time the locally situated property of alien enemies was forfeited to the Crown at the outbreak of hostilities, this barbarous rule is no longer law. The question arose in 1817 before Lord Chief Justice ELLENBOROUGH in *Wolff v. Ozholm* (6 M. & S. 92). There a British firm were creditors of a Danish firm. While war subsisted between Denmark and Britain, the Danish Government confiscated the *choses in action* due to the British firm as being the property of an alien enemy; they next demanded payment of the debt to themselves, received such payment from the Danish debtor, and gave him a receipt. When, after war was over, the British firm, or rather its assignee in bankruptcy, sued the Danish debtor in our courts, the defendant put in his receipt and pleaded that the debt due to the British firm, as a *chose in action* of an alien enemy, had vested in the Danish Government at the outbreak of war. This plea was rejected by Lord ELLENBOROUGH as "non-conformable with the usage of nations," which is part of the common law of England. It is true that there are *obiter* to the contrary on the part of Dr. LUSHINGTON in 1855 (*The Johanne Emilie*, Spink, 14); but that case related to enemy ships—which are a well-recognized exception. The ships of enemy subjects at sea are treated by international law as public enemy property, not private enemy property, and so are forfeited to the enemy. But private property on land is in a different position, and Lord ELLENBOROUGH'S decision may be regarded as establishing that such private property of an alien enemy remains his during the continuance of hostilities. Of course, there are statutory exceptions, e.g., the recent Patent and Trade-Mark Act, 1914, has conferred on the Board of Trade statutory authority to temporary—and in some cases permanently—confiscate this form of alien enemy's property.

The second point of importance is that alien enemy's rights in his property remain suspended during the continuance of hostilities. This is equally true of (1) real property, (2) chattels, and (3) *choses in action*. As regards such *choses in action* as ordinary debts, bank deposits, bills of exchange, shares and debentures in companies, the point is well covered by authority: they are all debts due under "executed contracts," and, therefore, to repeat what we have more than once pointed out, do not lapse at the outbreak of hostilities as do "executory contracts," but can be sued upon and recovered after the conclusion of hostilities. As regards insurance policies and partnership assets, which are debts due under "executory" contracts, the better opinion is that the contract terminates on the outbreak of hostilities as regards further rights—but vested rights under it, e.g., surrender values of an insurance policy and partnership liens, follow the same rule as debts due under executed contracts—they remain suspended until conclusion of hostilities. Beneficial rights under settlements no doubt follow the same rule.

But while the alien enemy retains his legal right of *dominium*

in his property here situate, what exactly is the status of that property during war? One view is that the Crown must be regarded as bailee of the property for the alien enemy, *i.e.*, the right of confiscation is no part of our law (unless in special cases), but the Crown has a right of detention during hostilities. As a matter of fact, however, the last occasion on which such a right was asserted in practice was in 1794, when by the statute 34 Geo. 3, c. 79, Parliament took steps to detain within Britain the monies, security, chattels, and debts of French subjects. The fact that the right was exercised under statutory authority seems to shew that even bailment of alien enemy's property in the Crown is not recognized by our modern common law, unless the right is specially exercised.

In whom then is the temporary right of possession to alien enemy's property vested? The simple answer seems to be that it is vested in the person who is in physical custody of the property. Possession gives *prima facie* a title to property—which under statutes of limitation may become an indefeasible title in course of time—to the actual occupant of the property; be it land or chattels or *choses in action*. In the case of a *chose in action*, of course, no one can be in physical possession of it unless the contractual right is evidenced by a document which is essential to its existence—*e.g.*, deposit receipts, stocks and shares, bonds, bills of exchange. The holder or occupier of an alien enemy's property situated within our territory, then, may be regarded as *prima facie* owner thereof. If he is a mere trespasser, it would seem that—during hostilities—his title is good against all the world, even a creditor of the alien enemy when debt arose before the commencement of hostilities. The same would appear to be the position of a tenant renting premises or a bailee hiring an article from an alien enemy. On the other hand, if the property is left in his hands by the alien enemy, he would be a trustee thereof for the latter—although the trust cannot be enforced by the alien enemy during warfare. The latter, presumably, is the position of most persons, bank agents, solicitors, &c., who hold property belonging to alien enemies who have gone abroad. This position of trustee for an alien enemy has been recognized so long ago as 1815 in the case of a Bill of Exchange belonging to an alien enemy: *Danbury v. Morshead* (16 R. R. 623). Indeed, in that case, the trustee-holder of the bill sued the acceptor in his own right and recovered in our courts; the plea of "trustee for an alien enemy" was rejected.

The third point of importance to the British creditor of an alien enemy who has left assets in this country, however, creates greater difficulties. Can he sue and levy execution? Now, the general rule of our common law, as we have pointed out more than once, is that an alien enemy can appear neither as plaintiff nor as defendant in any civil proceedings in our courts: *Brandon v. Nesbitt* (1794, 6 T. R. 23). Even an action commenced before hostilities is automatically stayed on their outbreak: *Le Bret v. Papillon* (1804, 4 East. 502). A curious case of this is afforded by *Netherlands South African Railway Co. v. Fischer* (1901, 18 T. L. R. 116). Here a limited company carrying on operations in the Transvaal, but having its seat of control in Holland, was attacked in an English newspaper during the Boer War. It brought an action for defamation in our courts, but being an alien enemy—since it carried on business in the Transvaal—was non-suited under the rule we have mentioned.

But to this last rule there are certain exceptions recognized by our courts, and to a greater extent by American courts. American authorities on these questions of international law are useful in England, since (1) American law, including its international law, is based on English common law, (2) its view of international law follows that of England when there is a difference—as is frequently the case—between English and Continental views based on Roman law, and (3) international law is part of the law of England, so that the usages of other nations here have weight with our courts. Now, American decisions have laid down the broad rule that, whenever an alien enemy owes a debt, arisen before war, to a subject of the belligerent Power, and has property within the latter's boundaries, he can be sued in the belligerent courts: *Dorsey v. Kyle* (1869, 3 Maryland, 512; *Oppenheimer*, vol. II., p. 134). Our own courts have not gone quite so far, although there is no

decision which negatives this rule in the case of an executed debt. But they have recognized exceptions to the rule as regards non-recognition of an alien enemy in our courts during hostilities. Thus, where pleadings in an action between alien plaintiff and subject defendant have been concluded prior to war, the defendant cannot afterwards raise the plea of "alien enemy": *Shepeler v. Durand* (1854, 14 P. C. 582). Again, in an action between alien enemy and subject, both parties can waive the plea and give the court jurisdiction by consent; *Jansen v. Driefontein Consolidated Gold Mines Co.* (1902, A. C. 484). And the agent of an alien enemy can prove a debt due to him in a bankruptcy, although the recovery of his dividend is suspended until conclusion of peace: *Ex parte Boussmeyer* (1806, 13 Ves. Jun. 71).

From these cases, then, it would seem that there is some reason for believing that where an alien enemy debtor has property within the United Kingdom it is possible to sue him for an executed debt and effect execution on his property. But it is not enough to shew that he has a good title to property situated under the jurisdiction. If such property is in the physical possession of a tenant, bailee, or trespasser—who holds by an adverse title—then the latter will be regarded as sole owner of the property during hostilities. It will be necessary to shew that the property is held for the alien enemy by its possessor under a trust, express or implied. In such case, it is submitted, there is a possible course open to the British creditor. He could take order 14 proceedings against the alien enemy to recover his debt, and could then obtain the appointment of a receiver by way of equitable execution of the debtor's beneficial interest in the property held in trust for him. On the summons for judgment, of course, it would be the plaintiff's duty to disclose the fact that the defendant was an alien enemy; therefore, in order to shew jurisdiction, he would have to shew in his affidavit that his alien enemy has property within the United Kingdom. This course is novel. It has behind it the authority of no British reported case and principle. In a case raised in the Vacation Court, on Wednesday, and reported elsewhere in this issue, Mr. Justice SHEARMAN has decided against this contention, but we trust that his decision will be appealed against.

## The New Workmen's Compensation Rules.

CERTAIN new Rules relating to Workmen's Compensation have been made by the Rules Committee under the County Courts Act, 1888, and allowed by the Lord Chancellor. The new Rules consist of amendments to the existing Rules, and are mainly concerned with agreements between employer and workmen which are filed with the registrar under the Workmen's Compensation Act. Rules 43 to 49 and rule 51 of the principal rules are annulled, and so are forms 38 to 40 and 42. In place of the annulled rules and forms others are substituted. These amendments have been made in consequence of the following decisions of the Court of Appeal and the Divisional Court: *Bonney v. Hoyle* (1914, 2 K. B. 257); *Popple v. Frodingham Iron Co.* (1912, 2 K. B. 141); *Re v. Registrar of Bow County Court* (K. B. D., April 29th, 1914); *Goodsell v. Owners of Barge Lloyd* (Times, July 2nd, 1914), and *Ferraro v. Thompson* (6 W. C. C. 461).

The point raised by *Bonney v. Hoyle* (*supra*) was very simple. It is provided by Paragraph 9, Schedule II., of the Workmen's Compensation Act, 1906, that "where the amount of compensation under this Act has been ascertained or any weekly payment varied, or any other matter decided under this Act, either by a committee or by an arbitrator or by agreement, a memorandum thereof shall be sent in manner prescribed by rules of court by . . . any party interested to the registrar of the county court, who shall . . . on being satisfied as to its genuineness, record such memorandum in a special register without fee; and thereupon the memorandum shall for all purposes be enforceable as a county court judgment." Since a memorandum, once it is recorded by the registrar, has the effect of a judgment, it is obvious that such a document requires sifting before it is recorded. Such sifting is provided for by various provisions to



the paragraph, of which proviso (a) enacts that "no such memorandum shall be recorded before seven days after the despatch by the registrar of notice to the parties interested . . ." Now, at first sight it would strike most persons that where an injured workman is an insured person under the National Health Act, 1911, both the Insurance Commissioners and the approved society (if any) to which he belongs are "parties interested" in the memorandum. This is an especially tempting view since in certain cases, i.e., where the workman unreasonably refuses or neglects to claim compensation against his employer, the approved society can themselves initiate proceedings. This view was the one actually taken by the Rules Committee in framing the Workmen's Compensation Rules, dated July, 1913, and rule 44 (3) of those rules accordingly contained a declaration that in the case of an insured workman the Insurance Commissioners or his approved society were "parties interested" under the rules. The Court of Appeal, however, took the view that "parties interested" does not mean "persons interested"; parties is used in its strict legal sense "parties to the proceedings." Rule 44 (3) accordingly became *ultra vires* and misleading; so the new rules have necessarily dropped it.

A rather different point came up in *Rez v. Registrar of Bow County Court* (*supra*). Another proviso to paragraph 9, namely, proviso (d), enacts that "where it appears to the registrar of the county court, on any information which he deems sufficient, that an agreement as to the redemption of a weekly payment by a lump sum, and an agreement as to the amount of compensation payable to a person under any legal disability, or to dependants, ought not to be registered by reason of the inadequacy of the sum or amount, or by reason of the agreement having been obtained by fraud or undue influence or other improper means, he may refuse to record the memorandum of the agreement sent to him for registration, and refer the matter to the judge." Now, in *Rez v. Registrar of Bow County Court*, the employer of an injured workman sent an agreement as to compensation for registration. The workman did not dispute the genuineness of the agreement, so that the registrar—there being no reason why he should not be satisfied as to its genuineness as required by paragraph 9—was *prima facie* bound to record it. But the workman gave notice objecting to the memorandum on the ground that the sum was inadequate. Thereupon the registrar, acting in accordance with the course contemplated in the old rule 48 and form 38, referred the matter to the judge at once without hearing and determining the objection taken by the workman. The Divisional Court, however, held that this course was improper; he must either record the memorandum or consider and deal with the objection. It is only when convinced that the agreement is open to an objection of the kind referred to in proviso (d) that he is entitled to refer the memorandum to the judge; the mere fact that an objection has been taken is not enough. The new rules, accordingly, have annulled and re-enacted in an altered form rules 47 and 48, which dealt with this matter; they have also added a new rule 49A. This new rule 49A provides that where a notice under rule 47 does not dispute the genuineness of an agreement but merely objectors to it on the ground of inadequacy or some similar reason, the registrar shall proceed to consider the objection in pursuance of proviso (d) and in accordance with rule 51.

Another difficulty under paragraph 9 of Schedule II. relates to the circumstances under which the genuineness of an agreement may be disputed when an application is made to the registrar to record a memorandum of that agreement. In *Poppo v. Frodingham Iron Co.* (*supra*) the Court of Appeal decided that the genuineness of a memorandum may be disputed on the ground that the agreement is no longer subsisting or enforceable. In the particular case the agreement no longer subsisted because it provided for compensation during the continuance of total incapacitation, and at the date of the application to register it, total incapacity had ceased. Again, in *Goodsell v. Owners of Barge Lloyds* (*supra*), they intimated that genuineness may be disputed on the grounds that the agreement has been entered into under (a) mutual mistake, or (b) fraud, or (c) undue influence, or (d) other improper means. These decisions

have rendered advisable a revision of the forms, with the result that forms 38, 39, 40 and 42 appear in an altered shape.

The last recent case which has had a share in rendering the present revision of the rules necessary is one decided by Mr. Justice BAILHACHE, *Ferraro v. Thompson* (*supra*). Rules 60, 61, and 62 provide for payment into court by an employer. A registrar had refused to receive payment where the prescribed form of praecipe for payment was signed, not by the employer or his solicitor, but by an agent on his behalf. His lordship held that such a refusal was not authorized by the statute, and that the registrar must accept payment from an agent for the employer. This necessitated an adaptation of the rules to meet the case when an agent makes such payment. That adaptation is effected by adding a new rule 62A which provides that payment into court under rules 60, 61, and 62 may be made by an agent on behalf of the employer.

## Reviews.

### War and Alien Enemies.

WAR AND ALIEN ENEMIES: THE LAW AFFECTING THEIR PERSONAL AND TRADING RIGHTS, AND HEREIN OF CONTRABAND OF WAR AND THE CAPTURE OF PRIZES AT SEA. By ARTHUR PAGE, Barrister-at-Law. Stevens & Sons.

Mr. Page has taken an ambitious title for this little book. It consists of a short treatise, some forty-three not very large pages of rather large print, on the legal rules affecting alien enemies; followed by some 60 pages of Appendix setting out the Proclamations, Aliens Restriction Act and Orders, one or two minor Orders, and Articles 22-64 of the Declaration of London. The ground covered is much the same as that dealt with in Mr. Schuster's little pamphlet on the same subject, which we reviewed last week, except that Mr. Page adds a certain amount of matter relating to the seizure of enemy ships and enemy goods on neutral ships in times of war. The arrangement is rather different, and Mr. Page is a less severe critic of the existing rules of our law than Mr. Schuster. But the number of decided cases or other authoritative pronouncements on this branch of law is so small that no writer upon it can do much more than collect them and point out their obvious effect, as well as their serious limitations. This Mr. Page has done in a way that should be useful.

## Correspondence.

### Re The Moratorium.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—In connection with the above it occurs to me that it may interest some of the older members of the profession (and the younger members, too, perhaps) if I refer to the course of procedure which prevailed prior to the passing of the Judicature Act, where in the case of an action, say, for goods sold and delivered, to which there was no possible defence, a defendant by merely entering an appearance to the action, at the cost of 2s., had the whole of the, then, Long Vacation (about three months) before any attempt could be made to obtain judgment against him.

A. SYRETT,

45, Finsbury-pavement, E.C., September 2.

## CASES OF THE WEEK.

### Before the Vacation Judge.

THE BRITISH MOTOR CAB CO. (LIM.) v. ATLEE. Shearman, J.  
2nd Sept.

In this "urgent" case from the King's Bench Division under the new rule of the Supreme Court, Mr. Hinde, instructed by Messrs. Algernon D. Vandamm & Co., said that the British Motor-Cab Co. claimed the return of a motor-cab, an injunction to restrain the defendant from dealing with it in any way till it was given up, and the payment of two sums, one of £13 arrears of rent of the cab to the date of the issue of the writ on the 30th of July, and £12 7s. 10d. for goods supplied to the defendant. In May, 1913, the taxi-cab strike having then ended, the defendant, who had worked for the company during the strike, accepted an offer made by the company to those men who had driven cabs for them and with whom the union men refused to work on their return, that they should purchase cabs for themselves, the price of the cabs to be paid by instalments. About 100 men accepted the offer. The agreement which the defendant

signed set out that the cab was to be bought for £347 10s., which price the defendant agreed to pay by instalments at the rate of £2 10s. per week; that until all the instalments were paid the cab remained the absolute property of the company, that the defendant was to keep the company informed of his private address and that of the garage where the cab was being kept, that the company should keep it registered at Scotland Yard, and that the defendant should use it only as a private vehicle let on hire by the owner. It seemed that the defendant and some forty of the other men were unable to earn enough to keep up the payments, and that in September there was a meeting of the men and the company to see what could be done. Some of the men returned their cabs, and some like the defendant got better terms. In the case of the defendant, who then owed a small sum, the company agreed that the instalments should be at the rate of £2 a week in future, and that he should pay off the debt at the rate of 10s. a week. So matters went on until the 30th of July, when he was again in arrears, and as he threatened to break up the cab rather than have it taken, the company begun that action and moved that it should be heard in the Vacation Court as "urgent." The defendant, who conducted his own case, said that the cab was defective and so constantly in for repairs that it was impossible to pay the instalments. The allowance on this head which the company had made him was quite inadequate. It had been laid up in all some thing like three months. He had re-registered the cab because the union men knew the number of the cabs which had been sold by the company, for the registered numbers of them all ran consecutively. It was not a hire-and-purchase agreement at all, but an agreement come to in consideration of the services which the men had rendered the company during the strike. The men had stood by the company, and they ought not to be hard on the men who had bought cabs. He admitted that he owed the money, but said that £9 of the £12 7s. 10d. was for a new crank shaft, which showed how defective the cab was, or one would never have been needed.

SHEARMAN, J.—I am afraid I must give judgment against you. You signed this agreement, and you have said nothing which leads me to think you are not bound by it.

## CASES OF LAST SITTINGS.

### Court of Appeal.

LLEWELLYN v. KASINTON RUBBER ESTATES (LIM.).

No. 1. 23rd July.

COMPANY—"MEMBER OF THE COMPANY"—RECONSTRUCTION—PERSONAL REPRESENTATIVES OF DECEASED SHAREHOLDER—NON-REGISTRATION OF REPRESENTATIVES—REPRESENTATIVES' RIGHT TO DISSSENT FROM SPECIAL RESOLUTIONS—NOTICE REQUIRING PURCHASE OF SHARES BY LIQUIDATOR—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 7, c. 69), s. 192.

The personal representatives of a deceased member are "members" of a company for the purposes of section 192 of the Companies Act, and as such are entitled to exercise the right to dissent from resolutions passed to transfer the property of that company to another company in consideration of payment in shares of that company, and to require the liquidator to abstain from carrying the resolutions into effect, or to purchase their interest at a price to be determined in accordance with the section. The right is not affected by an article of the company prohibiting such representatives from "exercising any of the rights and privileges of a member, unless and until they shall have been registered" as shareholders.

Appeal from a decision of Astbury, J. (reported 58 SOLICITORS' JOURNAL, 686). The plaintiffs were executors under the will of one Lambe, who died on the 26th of July, 1910, the registered owner of 5,000 £1 shares in the defendant company, on which 17s. 6d. was paid up. Since the testator's death the plaintiffs had proved his will, entered probate on the company's register, and paid out of his estate a call of the remaining 2s. 6d. per share—a sum amounting to £625—but they were not registered as shareholders. On the 4th and 19th of December, 1913, special resolutions were duly passed and confirmed at meetings of the company for its winding-up and reconstruction, by a sale of its assets to a new company in consideration of the issue to the shareholders of shares in the new company, under the Companies Act, 1908, s. 192. The plaintiffs duly sent notice of dissent to the liquidator, requiring him to purchase their interest before carrying out the scheme, but he refused to do so on the ground that they were not members of the company. On the application of the plaintiffs, Astbury, J., granted an injunction restraining the company and its liquidator from carrying out the intended scheme, unless and until the applicants' interest had been purchased as that of a dissentient shareholder under section 192 (3) of the Act. The defendants appealed. Article 37 of the articles of association provided that a person entitled to a share in consequence of the death of a member should not be entitled to receive notices of or to attend or vote at the meetings of the company, or, save as aforesaid, to exercise any of the rights or privileges of a member unless and until he should have been registered as a shareholder.

THE COURT dismissed the appeal.

SWINFEN EADY, L.J., having stated the facts, proceeded: The contention put forward by the appellants was that the plaintiffs, being only executors of a deceased member, and not themselves members,

were not entitled to dissent under section 192 of the Companies Act, 1908, but Astbury, J., had taken the plaintiff's view and granted the injunction now appealed from. It was beyond any dispute that the phrase "member of the company," both in the Act of 1908 and in the articles, was not only used of living members, but included the estate of a deceased member. The question was whether, in section 192 (3), it included the estate of a deceased member. [His lordship read the section, and proceeded:] It was clear that in sub-section (1) "members" of the transferring company must include the estates of deceased members, and the same applied to sub-section (2). It would be very strange if the section were to provide for binding deceased members' estates, and distribution among them, and yet that a provision for dissent should not extend to such estates. It was said that the sub-section could only refer to living members, as only they could attend a meeting and vote. But executors of a member had no right to attend meetings of a company as such at all. Some light was thrown on the way the section should be interpreted by *James v. Buena Ventura Syndicate (Limited)* (1896, 1 Ch. 456). The provision contained in section 192 (3) was an advantage attaching to the shares enabling them to be purchased by the liquidator at a price to be determined under the Act, and in his lordship's opinion it extended to the estates of deceased members. It was further said, however, that article 37 of the company excluded this interpretation. But if the company could not exclude all the members from any special right they could not exclude any particular class of members. *Baring-Gould v. Sharpington Pick & Shovel Co. (Limited)* (1899, 2 Ch. 80). But the argument proceeded on a mistaken interpretation of the article. Executors of a deceased member could not exercise many of the ordinary privileges of a member, e.g., holding a director's qualification, or forming a quorum, but the article did not deprive them of any proprietary advantages which the ownership of the shares had conferred upon their testator. The appeal failed, and must be dismissed.

PICKFORD, L.J., concurred.—COUNSEL, Sir Charles Macnaghten, K.C., and F. Whinney; F. Gore-Browne, K.C., and Eric Gore-Browne. SOLICITORS, Stephenson, Harwood & Co.; M. A. Orgill.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

STEPHENS v. JUNIOR ARMY AND NAVY STORES (LIM.). No. 1.

17th, 20th, and 30th July.

LANDLORD AND TENANT—BUILDING LEASE—COVENANTS TO BUILD AND REPAIR AND KEEP IN REPAIR—BREACH OF EXPRESS BUILDING COVENANT—RIGHT OF RE-ENTRY—MEASURE OF DAMAGES—NO COVENANT TO BUILD IMPLIED IN COVENANT TO REPAIR—EXPRESSUM FACIT CESSARE TACITUM.

A lease for 99 years contained covenants by the lessees to erect buildings before a fixed date, to cost not less than £2,000, and to repair and keep in repair the said premises and yield up the same in such repair at the expiration or sooner determination of the term. No buildings were ever erected by the lessees, who, however, continued to pay rent.

Held (reversing Joyce, J.), that the express covenant to build having for the purposes of re-entry been waived, no implied covenant to build could be found in the covenant to repair, which depended on and presupposed the existence of buildings to be repaired, and that the lease being still on foot, the measure of damages for the breach of the covenant to build was not the cost of erecting the buildings, but the loss (if any) to the value of the plaintiff's reversion.

Dicta of Stirling, J., in *Jacob v. Doun* (1900, 2 Ch. 156), disapproved.

Appeal by the defendants from a judgment of Joyce, J. By a lease dated the 20th of September, 1901, the plaintiff demised to the defendants a piece of agricultural land, about two acres in area, at Shipton Bellinger, near Salisbury Plain, Wilts, for 99 years, at £6 a year for the first five years, and thereafter at £50 a year. The lease contained three covenants by the lessees: (1) to erect and complete shops and warehouses at a cost of not less than £2,000 before the 1st of July, 1911; (2) to repair and keep in repair the said buildings and premises; (3) at the expiration or sooner determination of the term to surrender the said premises so repaired and kept unto the lessor. No buildings were ever erected in pursuance of the first covenant, the defendants having abandoned their intention to build in consequence of the change in the Government scheme for barracks to accommodate 20,000 troops at Tidworth. The express covenant to build was waived by receipt of rent. The plaintiff sued to recover possession of the premises and for £2,000 damages for breach of the covenant to build, which, he contended, was implied in the covenants to repair and deliver up in repair the buildings so erected. Joyce, J., gave judgment for the plaintiff, and the defendants appealed. *Cur. adv. vult.*

THE COURT allowed the appeal.

LORD COZENS-HARDY, M.R., having read the covenants of the lease, proceeded. No building was erected in pursuance of the first covenant, of which there was a breach on the 1st of July, 1911, but the subsequent receipt of rent by the lessor had been a waiver of that breach so far as re-entry was concerned. It was not disputed that the defendants were liable to pay damages for breach of that covenant. Two main points had been argued—was there a right of re-entry, and, if so, what were the damages to which the plaintiff was entitled. The importance of the second question depended on the fact that damages for breach of a covenant to rebuild during the term would not be



£2,000, whereas a claim for damages at the expiration of the term might, it was contended, be maintained for that sum. In his lordship's opinion, as a matter of construction, in the event which had happened of no buildings having been erected, there was nothing upon which the repairing covenant could operate. It presupposed the existence of buildings on the site: *Taylor v. Caldwell* (3 B. & Sm. 826). The express covenant to build before the 1st of July, 1911, could only be broken once, and negatived the existence of any implied covenant. There was no direct authority on the point, but there were *dicta* in *Jacob v. Down* (1900, 2 Ch. 156), which deserved careful consideration. In that case there was a covenant to pull down some old houses and erect new ones within twelve months, at a cost of £2,500, also a covenant to repair, and to deliver up in good repair. Nothing was done by the lessee, and notice was given under the Conveyancing Act, 1881, based on the breach of covenant to build. Stirling, J., held that an action on this covenant failed, because of a subsequent receipt of rent amounting to a waiver so far as concerned any right of re-entry under that covenant. But he expressed the view that there was a continuing breach of the repairing covenant, and that it imposed an obligation to do everything necessary in order that the premises might be found during the term in existence and in a proper state of repair. His lordship was unable to assent to this view, which was unnecessary for the decision of that case. The well-known obligation of a lessee to rebuild demised premises which had been destroyed by fire seemed to throw little light upon the question. An express covenant to build which could only be broken once could not be consistent with an implied covenant to build which might be continuously broken. The plaintiff therefore had no right of re-entry, and was not entitled to recover possession. The action so far failed, and it was unnecessary to consider the question as to the measure of damages. The lease was still in force, and the defendant was liable to pay rent under it, and also damages for breach of the covenant to build. That, however, was not the substantial case raised by the action. The suggestion made by plaintiff's counsel that there was a voluntary surrender of the term was quite inconsistent with the pleadings and the arguments in the court below. The judgment of the learned judge could not be supported, and the appeal would be allowed, the form of order being stated by Swinfen Eady, L.J.

SWINFEN EADY, L.J., who referred to *Noke's case* (4 Co. Rep. 80 b) and *Easterby v. Sampson* (6 Bing. N. C. 644), and said that the plaintiff was only entitled to recover as damages for breach of his covenant to build the loss, if any, to the value of his reversion; and

PICKFORD, L.J., who referred to the defendants' offer to give up the lease on terms which were not accepted, delivered judgment to the same effect.—COUNSEL, *Younger, K.C.*, and *Austen-Cartmell*; *Hughes, K.C.*, and *J. M. Gover*. SOLICITORS, *Coward & Hawksley*; *Mills & Morley*.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

## Alien Debtor's Property.

### DECISION OF THE VACATION JUDGE.

In the Vacation Court on Wednesday, before Mr. Justice Shearman, Mr. Bramwell-Davis, K.C. (with whom was Mr. Norman Daynes) moved on behalf of Messrs. Ellis and Everard (Limited) for the appointment of a receiver of the property of the defendant, Count Friedrich Maximilian Hochberg, an alien enemy at present in Germany. Counsel stated that the defendant had left in this country a quantity of furniture and other effects, and had left no power of attorney.

Mr. Justice Shearman said he did not think that because the defendant was an alien enemy abroad who could not be served with a writ that the court had power to sequester his property. In his view, the matter was one which should be dealt with by the Legislature, which might give power to the Crown to seize goods in such a case.

The matter was accordingly adjourned.

## New Orders, &c.

On August 28th and 31st the Royal Assent was given to the following Emergency Acts (in addition to others not of an extraordinary nature):—

- (1) War Loan Act, 1914.
- (2) Special Constables Act, 1914.
- (3) Isle of Man (War Legislation) Act, 1914.
- (4) Defence of the Realm (No. 2) Act, 1914.
- (5) Customs (Exportation Prohibition) Act, 1914.
- (6) Articles of Commerce (Returns, etc.) Act, 1914.
- (7) Elementary School Teachers (War Service Superannuation) Act, 1914.
- (8) Education (Scotland) (War Service Superannuation) Act, 1914.
- (9) Education (Scotland) (Provision of Meals) Act, 1914.
- (10) Police (Scotland) (Limit of Age) Act, 1914.
- (11) Naval Billleting, etc., Act, 1914.
- (12) Currency and Bank Notes (Amendment) Act, 1914.
- (13) Slaughter of Animals Act, 1914.
- (14) Intoxicating Liquor (Temporary Restriction) Act, 1914.
- (15) Courts (Emergency Powers) Act, 1914.
- (16) Death Duties (Killed in War) Act, 1914.

The following Orders in Council have been issued:—

- (1) A Proclamation extending the Moratorium.
- (2) An Order amending the constitution of the Board of Arbitration established in pursuance of the Proclamation, dated 3rd August, relating to the requisitioning of British ships and vessels.
- (3) Rules regulating the procedure as to claims made in respect of British ships requisitioned under the Proclamation of 3rd August. (These we print below.)

## The Moratorium.

### EXTENSION PROCLAMATION.

The text of the Proclamation is as follows:—

Whereas under the Postponement of Payments Act, 1914, We have power, by Proclamation, to authorize the postponement of the payment of any bill of exchange, or of any negotiable instrument, or any other payment in pursuance of any contract, to such extent, and for such time, and subject to such conditions or other provisions as may be specified in the Proclamation: And whereas, in pursuance of that power, We have issued Proclamations in relation to the postponement of payments due before We were in a state of war or due in respect of contracts made before that time, dated the sixth day of August and the twelfth day of August, nineteen hundred and fourteen, and on the second day of August, nineteen hundred and fourteen, We also issued a Proclamation which is confirmed by the said Postponement of Payments Act, 1914, and is deemed to have been issued under that Act. And whereas, under the said Act, We have power to vary, extend or revoke any Proclamation under that Act by a subsequent Proclamation. And whereas it is desirable in the best interests of Our Realm at the present juncture that all persons who can discharge their liabilities should do so without delay, but it is at the same time for certain purposes expedient that Our said Proclamations should be varied as hereinafter appears.

Now, therefore, We have thought fit, by and with the advice of our Privy Council, to issue this Our Royal Proclamation, and We do hereby proclaim, direct and ordain as follows:—(1) Our said Proclamation, dated the second day of August, nineteen hundred and fourteen, shall have effect as if the period of two calendar months were substituted therein for the period of one calendar month; and the sum mentioned in any form of reacceptance thereunder shall be deemed to be varied accordingly without the necessity of further reacceptance. (2) Our said Proclamation, dated the sixth day of August, nineteen hundred and fourteen, as extended by Our said Proclamation, dated the twelfth day of August, nineteen hundred and fourteen, shall have effect as if the fourth day of October were substituted therein for the fourth day of September therein wherever that date occurs, and as if two calendar months were substituted therein for one calendar month. (3) Nothing in this Proclamation shall affect the payment of interest under the Proclamations extended thereby, or prevent payments being made before the expiration of the period for which they are postponed.

## Admiralty Transport Arbitration Board.

The procedure set out in the following rules is to be followed so far as may be practicable in the circumstances of each case:—

### RULES.

1. All claims whatsoever arising out of or in respect of the requisitioning of any British ship or vessel under His Majesty's Proclamation of the 3rd day of August, 1914, shall be made out in full detail and left in triplicate with or sent to the Secretary of the Admiralty, Whitehall, S.W., so soon as may be and in no case later than within one month from the taking up of the ship or vessel for His Majesty's service.
2. The claim shall be accompanied with all necessary vouchers and supporting documents and such explanatory statement as may be required to make clear the nature of the claim and the grounds thereof.
3. Each claim shall be considered by the Admiralty, who shall negotiate with the claimant with a view to the adjustment and settlement thereof by agreement.
4. If the Admiralty and the claimant fail to arrive at an agreement within a reasonable time, to be determined in each case by the President of the Board of Arbitration, the Admiralty shall report the matter with the necessary papers to the President, who shall refer the claim to two Arbitrators selected by him from the panels of Arbitrators for consideration and report. The Arbitrators so selected shall have regard to any directions or instructions they may receive from the President; they may call for such further papers, evidence and particulars as they may require, and—if they think fit—may call upon the Admiralty and the claimant either to argue the matter before them or to submit written arguments on any points.
5. The joint award of such Arbitrators shall be final. If they are unable to agree, the matter shall be referred to the President of the Board of Arbitration as Umpire, who may require such further papers, evidence, particulars or argument as he may deem necessary. The award of the President shall be final.
6. The President may direct that any claim coming before the Board may be heard and disposed of by a Tribunal consisting of the President or Vice-President sitting with two Arbitrators selected by the President from the Panel, and that the award of any two members of such Tribunal shall be final and conclusive and shall not be subject to appeal or review.

7. The President may, from time to time, vary or supersede the existing Rules for regulating the procedure of the Board, or of the Arbitrators nominated by him to such extent as he may consider necessary or desirable, and may also make additional rules of procedure.

8. The President may, from time to time, authorize the members of the Panel as a body, or any of them, and whether with or without the inclusion of himself or of the Vice-President, to act as a Board for the consideration of questions of general applicability such as the approximate monthly rate of hire for vessels of different classes and similar matters. Arbitrators nominated by the President in particular cases may have regard to, and consider, but shall not be bound by, the conclusions of any Board so constituted upon the questions submitted to such Board, and the fact that any Arbitrator appointed by the President in a particular case has been a member of any such Board, shall be no objection to his competency as an Arbitrator in such particular case.

The President may authorize any person or persons who, in his opinion, will efficiently and sufficiently represent the interests of parties concerned in any such question of general applicability submitted to any such Board, to appear before the Board and represent such interests accordingly.

9. The Arbitrators, or, in the event of their disagreement, the President, or Vice-President, may make *interim* awards as regards any of the questions submitted to them.

10. It shall be competent for the Arbitrators, adjudicating upon any claim, to receive as evidence any information, statements or testimony which may appear to them likely to be of assistance notwithstanding that the same may not be evidence according to law.

11. Any matter or question of procedure not disposed of by these rules or any question arising thereon shall be determined by the President of the Board of Arbitration as in his discretion he shall think fit to direct.

12. The Vice-President of the Board of Arbitration may by direction of the President act in any matter hereunder for the President, and he may also act as President should the President for any reason at any time be unable to act. Any direction or decision of the Vice-President when so acting for or as the President shall be as effectual as though made or given by the President.

Admiralty, Whitehall, S.W.,

31st August, 1914.

### The Prize Courts.

#### PROCEDURE WITH REGARD TO CAPTURED VESSELS.

The Foreign Office on the 28th of August issued the following respecting vessels detained in British ports or captured at sea by His Majesty's armed forces:—

"In order to furnish information to British and other traders who may be interested in cargoes carried on merchant vessels which have been either detained in British ports on the outbreak of war or have been captured by His Majesty's armed forces, it has been decided to publish lists of these vessels. A list is accordingly being published in the Supplementary *London Gazette* of the 29th of August, 1914, containing such information as is at present available. This list cannot be taken as necessarily complete, and is subject to correction. Supplementary lists will be published from time to time as further particulars are received.

"These lists will also be communicated to Chambers of Commerce in the United Kingdom, to shipping associations, and to any other similar bodies who may intimate to the Foreign Office that they wish to receive them.

"All persons having any claims in respect of cargoes which are the subject of proceedings in the British Prize Courts should take steps to have their interests represented in accordance with the Prize Court Rules, copies of which may be procured, either directly or through any bookseller, from Messrs. Wyman and Son, 28, Breams-buildings, Fetter-lane London, E.C. With respect to vessels which may be in the custody of the Prize Courts established in the United Kingdom, attention is called to the following notice issued by the Prize Court:—

#### "PRIZE COURTS.

"Admiralty Marshal's Office,

"Royal Courts of Justice, London, W.C.

"(Registry of the Prize Court in Great Britain and Ireland).

"14th August, 1914.

"All persons having any interest in cargoes other than enemy cargoes laden on enemy ships captured as prizes, and requiring a release of such cargoes or portion of cargoes, should make inquiries in London at the offices of His Majesty's Procurator-General, Treasury-chambers, Whitehall, and in the case of the outports of the United Kingdom, at the offices of the agents for His Majesty's Procurator-General, whose addresses can be obtained from the Collectors of Customs at such outports.

"His Majesty's Procurator-General will require proof of ownership and particulars as to freight, whether paid or unpaid."

"In cases where the title of British subjects or of persons domiciled in allied or neutral States, or of friendly aliens domiciled in this country, who are interested in such cargoes, is clear and established without doubt to the satisfaction of the Procurator-General, such cargoes or portions of cargoes will be released with as little delay as

possible, provided that no question of contraband arises, and subject to the adjustment of any matters relating to freight or other charges falling on the cargo. In more doubtful cases recourse to the ordinary Prize Court procedure will be necessary. It will in most cases be convenient that the parties should communicate with the agent of the Procurator-General at the port where the ship is, rather than with the Procurator-General himself.

"Due notice will be given of the institution of proceedings in cases in which vessels are in the custody of the Prize Courts in the United Kingdom. Vessels which have been detained in or brought into British ports outside the United Kingdom will be brought before the Prize Courts established in His Majesty's Dominions Overseas, and interested parties should take steps to have their interests represented before those Courts.

"It is hoped that arrangements may shortly be made for the publication of a similar notice in respect of proceedings in those Prize Courts.

"His Majesty's Government are endeavouring to obtain from the Governments of France, Russia, and Japan lists of merchant vessels which may be similarly detained or captured by the armed forces of those States. All such information, as soon as received, will be published in the same way.

"A further notification is being published in the Supplementary *London Gazette* of the 29th of August, 1914, as regards German vessels detained in Belgian ports on the outbreak of hostilities.

"All the information in the possession of His Majesty's Government will in this way be made public, and it is hoped that the necessity of applying to Government Departments for information in particular cases will be eliminated."

### Gratuities for Prize Money.

A Supplement to the *London Gazette*, issued on Friday, the 28th of August, announces that the King in Council approved of a memorial from the Lords Commissioners of the Admiralty asking that the conditions governing the distribution of prizes captured from the enemy, when such proceeds were granted to the officers and men of His Majesty's Fleet, under the Proclamation of Queen Victoria of the 17th of September, 1910, should be modified to bring them in accord with modern conditions. The memorial stated that it is intended that in lieu of the system of distribution of prize money described in the Proclamation there shall be substituted, under regulations and conditions to be hereafter announced, a system of prize bounties or gratuities for more general distribution to the officers and men of the Naval Forces.

### Dividends to Residents in Enemy Territory.

#### BOARD OF TRADE WARNING.

The Board of Trade warns all joint stock companies and their officers that:—

(1) No dividends or interest declared or becoming due after the outbreak of war should be paid during the war to or in accordance with instructions from any person resident in enemy territory. Such dividends or interest should be paid into a separate account at a bank, to be disposed of after the conclusion of the war.

(2) No transfer of any shares or debentures from any person resident in enemy territory should be registered during the war.

### Defaced or Damaged Treasury Notes.

A notification has been issued to the banks respecting the treatment of defaced or damaged currency notes:—

A notification has been issued to the banks respecting the treatment of defaced or damaged currency notes:—

The Bank of England is now authorized to issue new currency notes in exchange for currency notes which have been defaced or damaged. Defaced or damaged notes which come into the hands of bankers should therefore not be returned to circulation, but sent to the Bank of England for exchange. No mutilated note can be accepted unless at least four ciphers of the number (not counting the series index as a cipher) are clearly distinguishable upon the same fragment of it.

As regards notes held by the public, the General Post Office has issued the following:—

(1) The holder of a defaced or damaged Treasury note shall be permitted, upon presenting such note at any post-office at which money order business is transacted, to obtain in exchange a fresh note, provided that the genuineness of the defaced or damaged note can be sufficiently ascertained from an inspection of what remains of it, and that at least four ciphers of the number (not counting the series index as a cipher) are clearly distinguishable on the same fragment of the note. The person presenting the defaced or damaged note will be required to write his or her name and address on the back of the fragment.

(2) Value shall not be given for any defaced or damaged note which does not satisfy the conditions in paragraph (1); nor shall value be given in any circumstances for notes alleged to have been destroyed.



## Death Duties (Killed in War) Act, 1914.

An Act to extend and vary as respects the present War the relief from Death Duties given under section fourteen of the Finance Act, 1900. [31st August, 1914.]

Be it enacted, &c.

1. *Extension of remission of death duties in case of persons killed in the present war.* 63 & 64 Vict. c. 7.—(1) Section fourteen of the Finance Act, 1900 (which relates to the remission of death duties in case of persons killed in war), shall have effect as respects the present war as if it applied to property passing to lineal ancestors as well as to property passing to the widow or lineal descendants, and as if the amount of the duty to be remitted or repaid under that section were, instead of the amount therein mentioned, the following amounts:—

(a) Where the value for the purpose of estate duty of the property passing to the widow, lineal descendants, or lineal ancestors does not exceed five thousand pounds, the whole of the death duties leviable in respect of that property; and

(b) Where the said value exceeds five thousand pounds—

(i) in respect of the first five thousand pounds, the whole of the death duties; and

(ii) so much of the duties leviable in respect of the remainder as exceeds the sum which, if accumulated at compound interest at the rate of three per centum per annum from the date of death with half-yearly rests would, at the expiration of the period of the normal expectation of life of a person of the age of the deceased at the time of death (calculated in accordance with the Tables of Mortality of Government Life Annuitants, 1912), amount to the whole of the duties so leviable.

(2) The benefits of the relief given by this section as respects the first five thousand pounds shall be apportioned rateably among the several persons who would otherwise bear the duties remitted or repaid according to the amounts which they would so bear and without regard to their respective rights of priority.

(3) Where the relief in respect of estate duty afforded to the widow, lineal descendants, or lineal ancestors by section fifteen of the Finance Act, 1914, would be greater than that afforded to them in respect of estate duty by this section, the relief in respect of estate duty shall be that under the said section fifteen and not that under this section, but in other cases the relief afforded by the said section fifteen shall not apply to any estate duty to which this section applies.

2. *Remission of estate duty in respect of property passing more than once owing to deaths caused by the war.*—(1) Where the Commissioners of Inland Revenue are satisfied that estate duty has become payable on any property passing on the death of any person to which section one of this Act applies, and that subsequently estate duty has again become payable on the same property or any part thereof passing on the death of some other person to which section one of this Act applies, the whole of the estate duty payable on such subsequent death in respect of the property so passing shall be remitted, or, in case the duty has been paid, repaid, and the property shall not be aggregated with any other property passing on such subsequent death for the purpose of determining the rate of estate duty.

(2) This section shall apply whether or not on any such death any property passes to the widow or lineal descendants or lineal ancestors of the deceased.

3. *Short title.*—This Act may be cited as the Death Duties (Killed in War) Act, 1914.

## Articles of Commerce (Returns, &c.) Act, 1914.

An Act to give Powers in connection with the present War to obtain information as to Stocks of Articles of Commerce, and for enabling Possession to be taken of any such Articles unreasonably withheld. [28th August, 1914.]

Be it enacted, &c.:

1. *Power to require returns, &c.*—(1) For the purpose of obtaining information as to the quantity in the United Kingdom or in transit to the United Kingdom of any article of commerce, the Board of Trade may, by notice served by registered post or otherwise on any person, require him to make a return to the Board, within such time as may be specified in the notice, giving such particulars of any article of commerce of which he is the owner as may be required by the notice.

(2) For the purpose of testing the accuracy of any return made to the Board under this section, or of obtaining information in case of a failure to make a return, any officer of the Board authorized in that behalf by the Board may enter any premises on which he has reason to believe that there are kept or stored any articles which have been or were required to be included in the return, and of which the person making or required to make the return is or was the owner, and may carry out such inspections of, and examinations on, the premises as the officer may consider necessary for testing the accuracy of the return or for obtaining such information.

(3) If any person—

(a) wilfully refuses or without lawful excuse neglects to make a return under this Act to the best of his knowledge and belief; or

(b) wilfully makes or causes to be made any false return; or

(c) obstructs or impedes an officer of the Board in the exercise of any of his powers under this Act; or

(d) refuses to answer or wilfully gives a false answer to any

Incorporated  
A.D. 1720.



Governor,  
Sir Nevill Lubbock,  
K.C.M.G.

TO  
**SOLICITORS.**  
**THE ROYAL EXCHANGE ASSURANCE**  
ACTS AS  
**EXECUTORS and TRUSTEES OF WILLS**  
AND  
**TRUSTEES of NEW or EXISTING SETTLEMENTS.**  
THE SOLICITORS nominated by the Creator  
of a Trust are employed by the Corporation.  
Apply for full particulars to—  
**THE SECRETARY, ROYAL EXCHANGE ASSURANCE, LONDON. E.C.**

question necessary for obtaining the information required to be furnished under this Act;

he shall be liable on summary conviction to a fine not exceeding one hundred pounds, or, if the court is of opinion that the offence was committed wilfully, to imprisonment with or without hard labour for a period not exceeding three months.

(4) No individual return or part of a return made under this Act, and no information obtained under this Act, shall be published or disclosed except for the purposes of a prosecution under this Act.

2. *Power to take possession of articles unreasonably withheld.*—(1) If from any such return as aforesaid, or from any other source of information, the Board of Trade are of opinion that any article of commerce is being unreasonably withheld from the market, they may, if so authorized by His Majesty's proclamation (made generally or as respects any particular kind of article of commerce) and in manner provided by the proclamation, take possession of any supplies of the article, paying the owners of the supplies such price as may, in default of agreement, be decided to be reasonable, having regard to all the circumstances of the case, by the arbitration of a judge of the High Court selected by the Lord Chief Justice of England in England; by a judge of the Court of Session selected by the Lord President of the Court of Session in Scotland; and by a judge of the High Court of Ireland selected by the Lord Chief Justice of Ireland in Ireland.

(2) Nothing in this Act shall be construed as preventing the Board of Trade exercising their powers under this section without having first obtained, or endeavoured to obtain, returns under this Act.

3. *Interdepartmental arrangements.*—The Board of Trade may make arrangements with any other Government Department for the exercise by that Department on behalf of the Board of Trade of the powers of the Board under this Act with respect to any particular article of commerce, and in such case the department and the officers thereof shall, as respects such article, have and exercise the same powers as are by this Act conferred on the Board of Trade and the officers of that Board.

4. *Short title, construction, repeal, and duration.*—(1) This Act may be cited as the Articles of Commerce (Returns, &c.) Act, 1914.

(2) For the purposes of this Act, "owner," in relation to any article of commerce, includes any person who, as factor or otherwise, has power to sell the article.

(3) The Unreasonable Withholding of Foodstuffs Act, 1914, is hereby repealed.

(4) This Act shall have effect only while a state of war exists between His Majesty and any foreign power, and for a period of six months thereafter.

## Naval Billeting, &c., Act, 1914.

An Act to extend to the Naval Forces the provisions of the Army Act relating to the Billeting, and Impressment of Carriages, &c., in cases of emergency. [28th August, 1914.]

Be it enacted, &c.:

1. *Power in cases of emergency to billet naval officers and men, and to impress carriages, &c., for naval purposes.*—(1) Where a proclamation has been issued by His Majesty calling out all or any of the men of the naval reserves in case of war or emergency, the Admiralty may, by order distinctly stating that a case of emergency exists, authorize any commander-in-chief or flag officer, whose flag is flying at any naval port or station in the United Kingdom, to issue a billeting requisition or a requisition of emergency.

(2) Where—

(a) an order authorizing the issue of a billeting requisition has been so made, the provisions of section 108A of the Army Act (which relates to the billeting of officers and soldiers of His Majesty's military forces and their horses in cases of emergency), and the other provisions of the Army Act relating to billeting thereby applied, shall extend to the billeting of officers and men of His Majesty's naval forces borne on the books of any of His Majesty's ships in commission when employed on detached service in case of war or emergency; and

(b) an order authorizing the issue of a requisition of emergency has been so made, the provisions of section one hundred and fifteen of the Army Act (which relates to the impressment of carriages and other things in cases of emergency), and the other provisions of the Army Act relating to the impressment of carriages and other things thereby applied, shall extend to the impressment of carriages, animals, vessels, aircraft, food, forage, and stores required for the purposes of such naval forces as aforesaid;

subject to this modification, that the punishment of an offence under section thirty or section thirty-one of the Army Act as so applied shall be dismissal from His Majesty's service with disgrace, or such other punishment inferior in degree as is mentioned in section fifty-two of the Naval Discipline Act, and to such other modifications and exceptions necessary to adapt the said provisions to the naval forces as the Admiralty may by regulations prescribe.

2. *Short title.*—This Act may be cited as the Naval Billeting, &c., Act, 1914.

## Patents, Designs and Trade-Marks Temporary Rules (Amendment) Act, 1914.

An Act to amend the Patents, Designs, and Trade-Marks (Temporary Rules) Act, 1914. [28th August, 1914.]

Be it enacted, &c. :—

1. *Extension of powers to make temporary rules.*—The Patents, Designs, and Trade-Marks (Temporary Rules) Act, 1914, shall have effect, and shall be deemed always to have had effect, subject to the following amendments, that is to say :—

(a) In section one, for the words "any patent or licence granted to, and the registration of any trade-mark the proprietor whereof is, a subject of any State at war with His Majesty, and any proceedings on any application made by any such person under either of the said Acts," there shall be substituted the following words : "any patent or licence the person entitled to the benefit of which is the subject of any State at war with His Majesty; for avoiding or suspending the registration, and all or any rights conferred by the registration, of any design or trade-mark the proprietor whereof is a subject as aforesaid; for avoiding or suspending any application made by any such person under either of the said Acts; for enabling the Board to grant, in favour of persons other than such persons as aforesaid, on such terms and conditions, and either for the whole term of the patent or registration or for such less period, as the Board may think fit, licences to make, use, exercise, or vend, patented inventions and registered designs so liable to avoidance or suspension as aforesaid";

(b) At the end of the same section the following subsection shall be added :—

"(4) This Act shall apply to any person resident and carrying on business in the territory of a State at war with His Majesty as if he was a subject of that State; and the expression 'subject of any State at war with His Majesty' shall, with reference to a company, include any company the business whereof is managed or controlled by such subjects, or is carried on wholly or mainly for the benefit or on behalf of such subjects, notwithstanding that the company may be registered within His Majesty's dominions; and, where a patent has been granted to any person in respect of an invention declared in the application or any specification to have been communicated to him by some other person, that other person shall, for the purposes of this Act, be deemed to be the person entitled to the benefit of the patent unless the contrary is proved."

2.—*Short title.*—This Act may be cited as the Patents, Designs, and Trade-Marks Temporary Rules (Amendment) Act, 1914; and the Patents, Designs, and Trade-Marks (Temporary Rules) Act, 1914, and this Act may be cited as the Patents, Designs, and Trade-Marks (Temporary Rules) Acts, 1914.

## Obituary.

### Lord De Villiers.

LORD DE VILLIERS, Chief Justice and acting Governor-General of South Africa, died suddenly on Wednesday morning in a Pretoria hospital. Lord De Villiers was the first peer created in the present reign, and the first South African peer. As the Right Hon. Sir John Henry de Villiers, K.C.M.G., Chief Justice of South Africa, he was created Baron de Villiers of Wynberg in June, 1910, on the occasion of the establishment of the Union of South Africa. He was descended from a Huguenot family which fled from France in 1685, first to Holland, and then to Cape Colony. He was born at Paarl, Cape Colony, in 1842, studied first in Holland for a pastorate in the Dutch Reformed Church, then in Berlin for a medical career, and finally at the Inner Temple in London. He was called to the bar in 1865, and admitted to the Supreme Court in Cape Town in the following year. He became Chief Justice of the Colony in 1873—one of the youngest barristers ever appointed to a Chief Justiceship. He was only thirty-one.

## Legal News.

### Appointment.

Sir Samuel Eavns, President of the Probate, Divorce, and Admiralty Division of the High Court of Justice, has appointed Mr. HENRY W. LOVELL to be Marshal of the Admiralty, in place of Mr. E. S. Davison, resigned.

### Changes in Partnerships.

#### Dissolutions.

JOSEPH HENRY THOMPSON and OWEN COPPLESTONE ANGEL, solicitors (Thompson & Angel), Supreme Court, Barrow-in-Furness. June 30. The said practice will in future be carried on by the said Owen Copplestone Angel alone, under the title of Thompson & Angel.

CHARLES THWAITES and JOSEPH INDERMAUR THOMPSON, solicitors (Thwaites & Thompson), 22, Chancery-lane, London, W.C. August 8. [Gazette, August 28.]

### General.

The Postmaster-General gives notice that, although every possible precaution is taken to secure the safety of all postal packets while in the custody of the Post Office, he cannot give compensation for any loss or damage which may be due to the act of the King's enemies.

An English gentleman, who has reached this country from Germany, states that the forty-eight English travellers who were detained as prisoners of war by the German authorities at Wesel on the 11th of August were sent to a disused fortress inland, where they were decently fed and are occupied with light duties.

The first meeting was held on Monday at Bankruptcy-buildings of the creditors of Mr. Edward Thomas Boxall, trading as E. T. Boxall & Co., export merchant, 64, Cornhill, E.C. The liabilities of the debtor are estimated at £200,000. He does not consider himself to be insolvent. His assets include book debts of the face value of £150,000, and an interest in extensive oil-bearing lands in Austria. Mr. W. B. Styer, solicitor for the debtor, hoped that the Austrian properties would in due course be transferred to another Power. His client would then be in a better position to deal with them. It was believed that the Russians were close to the properties at the present time. The meeting was adjourned until 21st of September, that the debtor might submit a scheme for the arrangement of his affairs.

Carl Stroube, thirty-three, a German living at Newport-road, Leyton, was charged at the Stratford Police Court as an alien enemy travelling more than five miles without a special permit. Detective Dixon said that on Wednesday he saw the defendant at his home, and told him that he must not travel more than five miles unless he had permission from the police. The defendant perfectly understood what was told him. Early yesterday morning witness was in New Cut, Lambeth, and asked the defendant, who was there, if he had obtained the permit. He said that he had not, and he was then arrested. Stroube now pleaded guilty, and said that he had only gone to work. Inspector Lague said that when foreigners applied for a permit they had to take two small photographs with them to be placed on the papers, and that was apparently why they did not apply for them. A fine of £20 and costs, or two months, was imposed.

Three cases of assaults on special constables were reported in London police courts on Monday. At Old-street Police Court three young men—George Walton, Joseph Abbott, and Henry William Tiddeman—were charged with assaulting Herbert Pickard and Arthur Snooks, special constables, on duty in Bethnal Green, on Sunday night. Pickard and Snooks were both knocked down by the prisoners, who were surrounded by a crowd of about 200, and Abbott was said to have struck Pickard on the head with his own tuncheon and kicked him. Pickard was seriously injured, and the men were remanded until he was fit to give evidence. At the same court Thomas Nash and John Long were fined 20s. and 10s. respectively for assaulting Arthur Martin, a special constable on duty in Spitalfields, on Sunday afternoon. Major Manners, commander of the special force in J Division, asked the magistrate to let it be known that the regular police force and the courts would afford the temporary police all the assistance in their power. At East Ham Police Court Tom Quinsee was fined 2s. 6d. for a similar offence against Cyril Odling, a sergeant of the special constabulary, and 2s. 6d. for being drunk and disorderly.

The Chancellor of the Exchequer announced on Monday that the financial interests and traders were very divided as to the desirability of extending the moratorium. The Government had come to the conclusion that, although the majority of the traders who had been consulted were rather in favour of bringing the moratorium to an end on the 4th of September, they held that they must extend the moratorium for at least another month in its present form. During the last few days there had been signs that people were in increasing numbers, taking the view that it was their duty to pay if they could. At the end of the present term the Government would have to consider the advisability of limiting the class of debts to which the moratorium should



extend. It would evidently be impossible at the end of the month to bring the moratorium absolutely to an end. In the case of bills of exchange the moratorium would have to be prolonged for a very considerable time, probably, some suggested, to the end of the war. He was glad to be able to state that the attitude on which he had animadverted on the part of some timid bankers had largely disappeared, and that there was a very considerable change for the better. In the main people wanted to behave fairly towards their neighbours. He believed confidence would broaden at an accelerated pace, and that in the course of the next few weeks they would be able to take a step forward and get rid of the moratorium. The amount of mischief which the enemy had effected had surprised the most sanguine expectations even of those who believed most in the British Navy. The British mercantile marine was sailing freely through the world. He was confident that with patience British trade would go on booming in a very short time. This was the only manufacturing country now in Europe, and there was no reason why our manufactures should not go to every market in the world.

ALTHOUGH urgently in need of funds itself, the Infant Orphan Asylum at Wanstead has offered to accept twenty-five children of officers who have lost their lives through the war. This is in addition to the large number of orphans who are already clothed, maintained and educated by voluntary contributions. Applications and subscriptions should be sent to the Secretary and Superintendent Commissioner Harry C. Martin, R.N., 63, Ludgate-hill, London, E.C.

HERRING, SON & DAW (estab. 1773), surveyors and valuers to several of the leading banks and insurance companies, beg to announce that they are making a speciality of valuations of every class of property under the Finance (1909-10) Act, 1910. Valuation offices: 95, Cheapside, E.C., and 312, Brixton-hill, S.W. Telephone: City 377; Streatham 130.—(Advt.)

Members of the legal profession who are not already familiar with the Oxford Sectional Bookcase are invited to look into the merits of a bookcase combining handsome appearance, high-class workmanship, and moderate cost. The "Oxford" is probably the only dust-proof sectional bookcase obtainable. An extremely interesting booklet containing illustrations and prices may be obtained, post free, from the manufacturers William Baker & Co., The Model Factory, Oxford.—(Advt.)

## Winding-up Notices.

### JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Aug. 28.

DEVON AND COUNTIES STEAM NAVIGATION CO., LTD.—Creditors are required, on or before Sept 10, to send their names and addresses, and particulars of their debts or claims, to George Thomas Neeldham, 111, Bute st, Cardiff, liquidator.

WOODWARD, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Sept 30, to send particulars of their debts or claims, to Howard William Brettell, 11, Waterloo st, Birmingham, liquidator.

### JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Sept. 1.

THE ALBERT MILLS ROOM AND POWER CO. (BARROWFORD), LTD.—Creditors are required, on or before Oct 13, to send their names and addresses, and the particulars of their debts or claims, to Mr. Walter Joseph Hargreaves, 5, Belmont ter, Barrowford, Lancs, liquidator.

CALDECOTT AND SONS (WREXHAM), LTD.—Creditors are required, on or before Oct 8, to send their names and addresses, and the particulars of their debts or claims, to E. Noel Humphreys, Old Bank bldg, Chester, liquidator.

EUREKA CLOCK CO. LTD. (IN LIQUIDATION).—Creditors are requested, on or before Sept 23, to send in their names and addresses, and the particulars of their debts or claims, to Albert Edward Tilley, 8, Staple inn, Holborn, liquidator.

HOWEIN, ALGER & CO., LTD.—Creditors are required, on or before Oct 3, to send their names and addresses, and the particulars of their debts or claims, to Mr. Gera d Herbert Howain, 8, Cumberland st, Manchester, liquidator.

TURCO-BRITISH CIGARETTE SYNDICATE, LTD.—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to Frederick William Wicks, 317, Winchester house, Old Broad st, liquidator.

## Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Aug. 28.

National Penny Bank, Ltd.  
S. Cavender and Co, Ltd.  
Feature Films, Ltd.  
Robert Green and Co (Oldbury), Ltd.  
N. L. T. Ltd.  
Bowling World, Ltd.  
Edward Dutton, Ltd.  
Eames, Reid and Co, Ltd.  
Scalomatics (Parent) Syndicate, Ltd.  
Musikon Co, Ltd.  
Maidstone Pavilion Rink, Ltd.  
British Silver Co, Ltd.

London Gazette.—TUESDAY, Sept. 1.

C. Bertrand, Ltd.  
Caldecott & Sons (Wrexham), Ltd.  
Yorkshire Surgical Appliances, Ltd.  
Hamble River Luke & Co, Ltd.  
Frent and Craggs, Ltd.  
Albert Mills Room and Power Co (Barrowford), Ltd.  
Frentwood Motor and Garage Co, Ltd.  
Ventersdorp Proprietary Co, Ltd.  
Turco-British Cigarette Syndicate, Ltd.  
Howain, Alger & Co, Ltd.

## Creditors' Notices. Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Aug. 25.

ASHBY, ERNEST EDWARD WEBBER, Fawkhams, Kent Sept 21 Hopgood & Dowsons, Springfield  
BAKER, SARAH, Stourbridge Sept 25 Harwards & Evers, Stourbridge  
BLAKE, GEORGE INGLE, Sale, Chester Sept 30 Spafford & Street, Manchester  
BREACH, CAROLINA, GEORGIANA, Shanklin, Isle of Wight Sept 30 Greene & Underhill, Bedford row  
BUREKILL, HANNAH, Great Driffield, Yorks Sept 30 Carter & Co, Great James st  
CONNORTON, LOUISA, Lightwater, Surrey Sept 30 Slack & Co, Queen Victoria st  
CORREY, ELIZA, Central hill, Upper Norwood, Surrey Sept 25 Finch & Co, Cannon st  
DAVID, IVOR EDWARD, Colombo, Ceylon Nov 2 Spencers & Evans, Cardiff  
DUNHAM, JOHN, Sawbridgeworth, Herts Oct 1 Cooper & Co, Birch in  
ERMEY, HENRY EDWARD, Pendleton, Lancs Oct 3 Dendy & Paterson, Manchester  
FIELDING, THOMAS, Birley, Herts, Carpenter Sept 21 Wortham & Co, Royston, Herts  
FRICKER, HENRIETTA, Sudbury, Suffolk Sept 17 Andrewes & Co, Sudbury  
GLENDINING, ROLAND, Queen's rd, Peckham, Surgeon Dentist Sept 20 John & Co, New Broad st  
HALL, MARY ISABELLA JOHNSTONE DUNLOP, Rushall av, Bedford Park Oct 3 Indermair & Brown, Chancery ln  
KEMP, RICHARD JOHN, Bagshot, Surrey, Coal Merchant Oct 5 Close, Bagshot  
KING, ROBERT WALTER, Ilford, Essex, Silversmith Oct 7 Gush & Co, Finbury cir  
LEVETT, MIRIAM, Weston st, Bermondsey, Sept 23 Martin Bedford row  
LODERHOSE, HENRY, Acre ln, Brixton Sept 30 Woodbridge & Sons, Sergeant's Inn, Fleet st  
NUTTALL, EDMUND, West Ransbottom, Lancs, Joiner Sept 19 Woodcock & Sons, Haslingden Lancs  
PARR, ANNE, Blackpool Sept 30 Banks, Blackpool  
PETTICK, ELIZABETH, Plymouth Oct 1 Goldsmith & Peck, Devonport  
POTLSON, GEORGE THOMAS, Chiltern rd, Bow Sept 29 Taylor & Co, Billiter st  
RADCLIFFE, HANNAH MARY, Hurst, nr Ashton under Lyne Sept 23 Whitworth, Ashton under Lyne  
REILLY, EMILY, Cadogan pl Sept 30 Lawrence & Co, New sq  
RUDD, ANTHONY GEORGE, Low Middlesex Hall, nr Darlington Oct 7 Wilsons & Co, Stockton on Tees  
SALDANHA, MARY EMMA, Dartford, Kent Sept 21 Saldanha, Pump ct, Temple  
SHARP, THOMAS, Selby, Yorks, Engine Fitter Sept 1 Bailey & Haigh, Selby  
SHERIFF, IDA BALLAUF, Alnsdale, Lancs Oct 1 Toumin & Co, Liverpool  
SMITH, RANDOLPH, St Annes on the Sea, Lancs, Mercant Oct 3 Dendy & Paterson, Manchester  
STURMY, HELEN CLUNIE, Vanbrugh ter, Blackheath Sept 30 Finch & Co, Cannon st  
SUTTON, WILLIAM, East Stonehouse, Devon Sept 19 Rodd & Son, East Stonehouse  
TEBBIT, ELLEN EMMA, St Leonards on Sea Oct 3 Simpson & Co, Gracechurch st  
TOMKINS, ROBERT, Hampton, Middlex, Florist Sept 29 Stuart & Co, James st, Covent garden

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

## LICENSES INSURANCE.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 750 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.  
Suitable Clauses for Insertion in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

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The Corporation also insures risks in connection with FIRE, CONSEQUENTIAL LOSS, BURGLARY, WORKMEN'S COMPENSATION, FIDELITY GUARANTEE, THIRD PARTY, &c., under a perfected Profit-sharing system.

APPLY FOR PROSPECTUS.

WALKER, WALTER HOLMES, 56 Mary's rd, Baling, Licensed Victualler Sept 25 Burton & Son, Bank chambers, Blackfriars rd  
WALKER, CHARLTON, Dudley, Northumberland, Farmer Sept 26 Smirk, Newcastle upon Tyne  
WILKS, JOSEPH CHARLES, Gravesend, Kent Sept 29 Martin, Gravesend  
WONG, JOHN, Thurgarton, Nottingham, Farmer Sept 22 Kirkland & Lane, Southwell Notts  
WRIGLEY, JOHN JOSEPH, Oldham, W. Robinsonsman Sept 21 Holroyd, Oldham  
YOUNG, ERNEST SCHWID, Croydon Oct 3 Myatt, Great Tower st

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BEAN, EMMA AGNES, Guildford Sept 30 Capron & Sparkes, Guildford  
BIRD, DEBORAH, Greystoke, Cumberland Sept 18 Arnison & Co, Penrith  
BLICK, ELIZABETH, Thorneoak, Worcester Sept 26 Hyde & Sons, Worcester  
BURY, JOHN, Heaton Chapel, Lancs, Wine and Spirit Importer Sept 30 Green, Stockport  
BUSWELL, ADA GWLADYS, Winchester Sept 30 Kekewich & Co, Suffolk in  
CARR, ANNE FEMBERTON, Waterloo, Lancs Oct 12 Reynolds & Reynolds, Liverpool  
CATTESON, STEPHEN, Gloucester rd, Regent's Park Sept 25 Batchelor & Cousins, Pancras  
CATANACH, ELIZABETH, Manchester Sept 29 Marshall, Manchester  
COOK, EDWARD, Spilby, Lincoln, Hotel Keeper Sept 24 Walker & Co, Spilby  
DAWSON, MARY, Mytholmroyd, Yorks Oct 7 Sutcliffe, Hebden Bridge  
ELLIOTT, ISABELLA, Haselrigg, nr Dudley, Northumberland Oct 7 Brown & Son, Newcastle upon Tyne  
FAY, FRANCIS GIBSON, Hoarwithy, Hereford Oct 10 Abbot & Co, Bristol  
GORDON, GEORGE, Kew, Surrey Oct 6 Armstrong, Macclesfield, Mostyn rd, Brixton  
GRIERSON, EDWARD DOUGLAS, Ashton under Lyne, Lancs Sept 19 Bromley & Hyde, Ashton under Lyne  
HARPER, THOMAS HENRY, Leamington Sept 30 Wright & Co, Leamington  
HAYWARD, MARIA, New Brighton, Lancs Oct 5 Gaskell, Liverpool  
JAMBER, GUSTAV EDUARD, Middlesbrough, Iron Merchant Sept 26 Thompson, Middlesbrough  
LEEMING, WILLIAM, Liverpool Sept 29 Weld & Well, Liverpool  
LUCAS, the Right Hon. GEORGE, Earl of, K.F. Staines, Middx Sept 30 Whitney & Moore, Kildare st, Dublin  
MITCHELL, FRANCIS, Llanfairfechan, Carnarvon Sept 24 Bromley & Hyde, Ashton under Lyne  
PECKHAM, GEORGE, Hartfield, Sussex Sept 30 Sandom & Co, Gracechurch st  
PURNBY, HERMAN AUGUSTUS, Mildenhall rd, Lower Clapton Sept 30 Stones & Co, Finsbury cir  
PURLOW, HENRY THOMAS, Shrewsbury, Hoser Oct 15 Wace, Shrewsbury  
ROLY, EMILY, Hove, Sussex Oct 1 Rawlings & Rawlings, Gray's Inn sq  
SEARLE, ROBERT, Bury St Edmunds Sept 25 Blood & Son, Witham, Essex  
SHEPHERD, REV HENRY, Hove Sept 29 Cane, Brighton  
SHIPTON, MARIA JANE, Clevedon, Somerset Sept 30 Day & Wright, Bristol  
STODDART, FANNY DUFF, Bournemouth Oct 9 Page & Guilford, Southampton  
SUGDEN, CLAUDE, Reading Oct 10 Loughborough & Co, Austin Friars  
TAYLOR, HENRY, Meltham, Yorks, Jeweller Oct 3 Fish & Co, Huddersfield  
TOMLINSON, RACHEL ANN, Ashton under Lyne Sept 19 Bromley & Hyde, Ashton under Lyne  
TUCK, MATHILDE, Highbury New park Sept 30 Morley & Co, Graham House, Old Broad st

TURNER, HERBERT BLANDFORD, Eden Bridge, Kent, Pharmacist Sept 10 Neve & Thompson, Tonbridge  
WALLIS, EMILY, Exeter Oct 30 Pring, Exeter  
WENSTER, LUCE, Hulme, Manchester, Agent Sept 26 Watts, Manchester  
WILCOCKS, REV JOSIAH O'FARRELL, Beaulieu, Southampton Sept 30 Goulding, Hosiery, Exeter  
WYNNE, THOMAS DRAKE, Crouch End, Tailor Oct 1 Mills & Co, Queen Victoria st  
YOUNG, JOHN, Canonbury rd, Islington, Commercial Traveller Sept 30 Walton & Hurd, Fore st

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AKERROYD, HARRIET, Torquay Oct 1 Skinner, Sheffield  
ASHLEY, CHARLES HITCHEN, Rochester, Surrey Oct 7 Gus' & Co, Finsbury cir  
BRAMALL, JOSHUA, Woodley, Chester, Builder Sept 30 Brooks & Co, Hyde  
BRUCE, WILLIAM THOMAS CLARKE, Great Crosby Oct 10 Luya & Williams, Liverpool  
CLEGG, WILLIAM DEWHIRST, Barksland, Yorks, Farmer Oct 10 Boocock & Son, Halifax  
CROFTSWAITE, SARAH, Liverpool Oct 15 Duncan & Co, Liverpool  
DEWHIRST, JOHN, Halifax, Coal Merchant Oct 19 Boocock & Son, Halifax  
ELLIS, HARRIET, Lakenham, Norwich Oct 1 Prior & Son, Norwich  
FOX, SARAH, Dewsbury Oct 1 Gledhill, Dewsbury  
HENDERSON, FRANCES MATILDA, Lee, Kent Sept 23 Mason, Montpellier vale, Blackheath  
HODGINS, BENJAMIN EDGAR, Abergavenny, Mon, Solicitor Nov 1 Watkins & Co, Pontypool  
HUNTER, EMILY, Wormley, Hertford Oct 24 Whitlington & Co, Bishopsgate  
HUTCHINSON, JOSEPH, Dunston, Durham Oct 10 Dickinson & Co, Newcastle-upon-Tyne  
JENKINS, MARY, Skewen, nr Neath, Glam Sept 29 Naah, Swansea  
LAMB, GEORGE THOMAS, Goldington cres Oct 15 Peacock & Co, Gray's Inn  
LINDNER, CHRISTINE ELEANOR CONSTANCE, Stourport, Worcester Sept 30 Bottley & Sharp, Birmingham  
MARSDEN, ELIJAH, Chapelton, nr Sheffield, Stone Mason Oct 1 Smith & Co, Sheffield  
MCCULLOUGH, WILLIAM, Wrexham, Dmb'gh, Mining Engineer Oct 1 McCulloch, Woodside rd, Wood Green  
MOORE, CHARLOTTE SHIELD, Headingley, Leeds Oct 1 Haigh, Leeds  
NEWSON, FRISOLLA, Birkdale, Southport Oct 1 Sampson & Co, Liverpool  
NEWCOMB, HENRY WILLIAM, High rd, Chiswick Oct 5 Oldman & Co, Barcourt bldgs, Temple  
PIPER, ROBERT, Hetton le Hope, Durham Oct 10 Pridden, Houghton le Spring  
PRITT, JANE, Ramebeck, nr Penrith Oct 2 Aviso & Co, Liverpool  
ROBSON, JONATHAN, Ovingham, Northumberland, Blacksmith Sept 30 Stobo & Tait, Newcastle upon Tyne  
SMITH, GRACE HUDSON, Woodbury, Salterton, Devon Oct 4 Friend & Tarbat, Exeter  
TOLLEMACH, TAO HON WILBRAHAM JOHN, Grosvenor rd, Westminster Sept 30 Ingram Clement's Inn  
TUCKER, FRANCES JOSEPH, Burton on Trent, Railway Signaller Sept 29 Drewry & Co, Burton on Trent  
TURNER, BENJAMIN, Fence Houses, Durham, Butcher Oct 10 Pridden, Houghton le Spring  
WRIGHT, HERBEN, Keighley, Yorks Sept 30 Spencer & Co, Keighley

## Bankruptcy Notices.

*London Gazette.*—FRIDAY, Aug. 28.

### RECEIVING ORDERS.

BARTLEMAN, G. Blackheath, Mining Engineer Greenwich Pet June 4 Ord Aug 25  
HARDCASTLE, HENRY, York, Tailor York Pet Aug 25 Ord Aug 25  
HOWE, ERNEST, Iwerth, Suffolk, Builder Bury St Edmunds Pet Aug 24 Ord Aug 24  
PHILIP, FREDERICK T B, Bezhill on Sea, Auctioneer Hastings Pet Aug 1 Ord Aug 24  
PHILIP, STANLEY B, Bezhill on Sea, Auctioneer Hastings Pet Aug 1 Ord Aug 24  
POLLARD, JAMES, Faringdon, Berks Swinton Pet Aug 8 Ord Aug 20  
SMITH, GEORGE LAURENCE, Sutton on Sea, Lincoln Lincoln Pet Aug 30 Ord Aug 20  
WEBB, FRANK BECKWITH, Burton on Trent, Clerk Burton on Trent Pet Aug 25 Ord Aug 25  
WESTWICK, ARTHUR KNIGHT, Nottingham, Estate Agent Nottingham Pet Aug 14 Ord Aug 26

Amended notice substituted for that published in the *London Gazette* of July 21:

WARE, MARY ANN, Chilworth st High Court Pet June 10 Ord July 16

Amended Notice substituted for that published in the *London Gazette* of July 24:

COLLINGBOURNE & SONS, Newport, Mon, Butchers Newport, Mon Pet July 9 Ord July 23

### FIRST MEETINGS.

BARTLEMAN, G. Blackheath, Mining Engineer Sept 7 at 11 132, York rd, Westminster Bldg rd  
BRITTON, EDWARD, Marden, Hereford, Farmer Sept 5 at 13 2, Offa st, Hereford  
BYRNE, JOHN, Earlestown, Lancs, Egg Merchant Sept 4 at 3 Off Rec, Byrom st, Manchester  
CARDWELL, FREDERICK, Scarborough, Picture House Proprietor Sept 4 at 4 Off Rec, 48, Westborough, Scarborough  
FRESH, HENRY WILFRID, Margate, Barding House Keeper Sept 4 at 10.30 Off Rec, 68A, Castle st, Canterbury  
HARDCASTLE, HENRY, York, Tailor Sept 9 at 3 Off Rec, Duncombe pl, York  
HAYWOOD, ARTHUR GRIMSHAW, Liverpool, Cotton Broker Sept 8 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool  
HOLMES, JOHN THOMAS, Beckington, Lincs, Saddler Sept 8 at 2 4 and 6 West st, Boston  
ROBERT, ANNA SARAH, Beaufort, Mon, Boot Dealer Sept 4 at 11 Off Rec, 144, Commercial st, Newport, Mon  
SMITH, JOHN THOMAS, Worthington, Leicester, Labourer Sept 4 at 13 Off Rec, 12, St Peter's Churchyard, Derby

TOMRA, LEOPOLDO JOSEPH, Whetstone, Middx, Hotel Proprietor Sept 4 at 11 14, Bedford row  
WEBB, FRANK BECKWITH, Burton on Trent Clerk Sept 4 at 12.30 Off Rec, 12, St Peter's Churchyard Derby  
WEBSTER, EDGAR, Birmingham Sept 4 at 3 Ruskin chmbrs, 191 Corporation st, Birmingham

### ADJUDICATIONS.

BYRNE, JOHN Earlestown, Lancs, Egg Merchant, Warrington Pet Aug 21 Ord Aug 25  
HARDCASTLE, HENRY, York, Tailor York Pet Aug 25 Ord Aug 25  
HOWE, ERNEST, Iwerth, Suffolk, Builder Bury St Edmunds Pet Aug 24 Ord Aug 24  
KEMP, GEORGE, Fley av, Stoke Newington, Company Director High Court Pet April 9 Ord Aug 25  
ROWLINSON, EDWARD, Mitcham, rd, Tooting, Costumer's Manager Wandsworth Pet June 23 Ord Aug 26  
SCUDAMORE, ALFRED, Bristol, Grocer Bristol Pet July 31 Ord Aug 24  
WARE, MARY ANN, Chilworth st High Court Pet June 19 Ord Aug 20  
WEBB, FRANK, BECKWITH, Burton on Trent, Clerk Burton on Trent Pet Aug 25 Ord Aug 25

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### RECEIVING ORDERS.

ALTSHELL, ISAAC, Manchester, Tobaccoist's Salesman Manchester Pet Aug 28 Ord Aug 28  
ATKINSON, ARCHIBALD, Leeds, Engineer Leeds Pet Aug 27 Ord Aug 27  
BELSETT, CHARLES HOLLAND, Southsea, Solicitor Portsmouth Pet Aug 8 Ord Aug 25  
GAMBLE, MARY ANN, Derby Derby Pet Aug 29 Ord Aug 29  
GREGORY, ALFRED EDWARD, St George, Bristol, Hay and Straw Dealer Bristol Pet Aug 14 Ord Aug 28  
GREGORY, ARTHUR, Worthington, Clothier Cokermonth Pet Aug 27 Ord Aug 27  
HALL, JOHN FREDERICK, Great Grimby, Pork Butcher Great Grimby Pet Aug 28 Ord Aug 28  
HARRIS, HUBBARD, Leeds, Licensed Broker Leeds Pet Aug 27 Ord Aug 27  
HOUBER, HERMAN, Worthing, Company Director Brighton Pet July 16 Ord Aug 27  
HULME, W. Piccadilly High Court Pet July 23 Ord Aug 23  
JENKINS, EDWARD, Willesden, Middx, Dairyman High Court Pet July 17 Ord Aug 25  
MUSGROVE, CHARLES, Derby, Builder Derby Pet Aug 27 Ord Aug 27  
PITMAN, HENRY CHARLES FREDERICK, King's Lynn, Tailor King's Lynn Pet Aug 28 Ord Aug 28  
ROWLANDS, EDWARD FRITCHARD, Carnarvon, Ironmonger Bangor Pet Aug 27 Ord Aug 27  
STETTER & Co, Red Lion sq High Court Pet July 31 Ord Aug 27

### FIRST MEETINGS.

ATKINSON, ARCHIBALD, Leeds, Engineer Sept 9 at 1.30 Off Rec, 24, Bond st, Leeds  
GARBUTT, GEORGE, Stourbridge, Worcester, Builder Sept 8 at 12 Off Rec, 1, Priory st, Dudley  
HARRIS, HUBBARD, Leeds, Licensed Broker Sept 9 at 11 Off Rec, 24, Bond st, Leeds  
HOUBER, HERMAN, Worthing, Company Director Sept 8 at 2.30 Off Rec, 12A Marlborough pl, Brighton  
HOWE, ERNEST, Iwerth, Suffolk, Builder Sept 9 at 2.30 36, Princes st, Ipswich  
HULME, W. Piccadilly Sept 10 at 11 Bankruptcy bldgs, Carey st  
JENKINS, EDWARD, Willesden, Middx, Dairyman Sept 9 at 11 Bankruptcy bldgs, Carey st  
JONES, ASHTON ERNEST, Port Talbot, Glam, Grocer Sept 8 at 11 Off Rec, Government bldgs, St Mary's st, Swansea  
PHILIP, FREDERICK T B, Bezhill on Sea, Auctioneer Sept 8 at 12 Off Rec, 12A, Marlborough pl, Brighton  
PHILIP, STANLEY B, Bezhill on Sea, Auctioneer Sept 8 at 11.30 Off Rec, 12A, Marlborough pl, Brighton  
STETTER & Co, Red Lion sq Sept 9 at 12 Bankruptcy bldgs, Carey st

### ADJUDICATIONS.

ALTSHELL, ISAAC, Manchester, Tobaccoist's Salesman Manchester Pet Aug 28 Ord Aug 28  
ATKINSON, ARCHIBALD, Leeds, Engineer Leeds Pet Aug 27 Ord Aug 27  
DAVISON, EDMOND SAM, Barrow-in-Furness, Credit Draper Barrow-in-Furness Pet July 21 Ord Aug 26  
EVANS, CHRISTIAN EVAN, Cannon st High Court Pet May 25 Ord Aug 27  
FARADAY, PHILIP MICHAEL, Piccadilly chmbs, Coventry st High Court Pet July 7 Ord Aug 27  
FORD, WOLFRAM OSWALD, Acacia rd, St John's Wood High Court Pet July 8 Ord Aug 28  
GAMBLE, MARY ANN, Derby Derby Pet Aug 29 Ord Aug 29  
GRAY, GEORGE, Cannon st, Financier High Court Pet May 8 Ord Aug 28  
GREGSON, ARTHUR, Worthington, Clothier Cokermonth Pet Aug 27 Ord Aug 27  
HALL, JOHN FREDERICK, Great Grimby, Pork Butcher Great Grimby Pet Aug 28 Ord Aug 28  
HARRIS, HUBBARD, Leeds, Licensed Broker Leeds Pet Aug 27 Ord Aug 27  
HARVEY, H. A. Orpington, Kent, Engineer High Court Pet May 15 Ord Aug 28  
MUSGROVE, CHARLES, Derby, Builder Derby Pet Aug 27 Ord Aug 27  
PHILIP, STANLEY BURDETT, Bezhill on Sea, Auctioneer Hastings Pet Aug 1 Ord Aug 28  
PITMAN, HENRY CHARLES FREDERICK, King's Lynn, Norfolk, Tailor King's Lynn Pet Aug 28 Ord Aug 28  
POLLARD, JAMES, Faringdon, Berks Swinton Pet Aug 8 Ord Aug 27  
ROWLANDS, EDWARD FRITCHARD, Carnarvon, Ironmonger Bangor Pet Aug 27 Ord Aug 27



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